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Date: 21 June 2007

(Please fax all pages of the signed agreement directly to IEEE at +1 732 810 0266.)

CDL IEL Agreement
Section 1. What Our Terms Mean.

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(b) Notwithstanding the terms of subparagraph (a), this Agreement may be terminated upon written notice as follows:

(i) Material Breach. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured thirty (30) days after the non-breaching party notifies in writing the breaching party of such breach. In the event that IEEE notifies Licensee of a material breach of Section 4(b)(v) of this Agreement, Licensor has the right to immediately suspend access to offending IP address, provided that the offending IP address can be reasonably ascertained under the circumstances; otherwise, Licensor reserves the right to suspend all online access to the Licensed Products by Licensee. Licensee will make all best efforts to investigate and remedy the situation immediately. The suspension shall remain in effect until the Licensee has cured the material breach, and Licensee shall not be entitled to a refund of any monies during such suspension. If no cure has been effected within thirty days of the notice of material breach, IEEE will be entitled to terminate this Agreement.
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(iv) **On Notice.** At least thirty days prior to the expiration of the Initial Term or any successive Renewal Term and upon written notice to the other party, either party may terminate this Agreement effective at the end of the Initial Term or any successive Renewal Term.

(c) Licensee acknowledges IEEE’s claim that any breach of Sections 4 and 5 will result in irreparable harm to IEEE, and that IEEE shall have the right to seek immediate injunctive relief in the event of such actual breach, in addition to any other legal remedies that may be available to IEEE, and without the need to post security or a bond.

(d) Without prejudice to any other rights and remedies IEEE may have, upon termination of this Agreement, IEEE shall terminate all online access to the Database by Licensee and its Authorized Users, and Licensee shall immediately cease all use of the Database and the Licensed Products. Upon termination of this Agreement, Licensee shall obtain a perpetual license to use an archived version of the Database consisting of content up to the date of termination pursuant to the conditions set forth in Section 7.

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(d) It possesses all licenses and other governmental approvals necessary to perform its obligations under this Agreement.

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(a) Notice. All notices, consents and other communications ("Notice") hereunder shall be made in writing, by mail to the receiving party's address set forth on the first page of this Agreement. All Notices shall be deemed to have been received by the receiving party
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(b) **Assignment.** Licensee may not assign this Agreement, or sublicense, assign or delegate any right or duty hereunder, by operation of law or otherwise, without the prior written consent of IEEE.

(c) **Amendment.** This Agreement may not be amended except in a writing executed by authorized representatives of each party.

(d) **Survival.** The rights and obligations in Sections 4, 5, 6(d), 7, 10, 11 and 12 shall survive the termination or expiration of this Agreement.

(e) **Entire Agreement.** This Agreement, including all annexes, exhibits and schedules, contains the final and entire agreement of the parties on the subject matter herein and supercedes all previous and contemporaneous verbal or written negotiations or agreements on the subject matter herein.

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ANNEX I
AUTHORIZED SITES

Confidentiality

For the purposes of this Section, Confidential Information shall include, but not be limited to, the terms and existence of this Agreement, including pricing, site locations, population counts, and proprietary information relating to products or services of the parties disclosed for the purpose of providing price quotes.

Neither party shall, without the prior written consent of the other party, disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement), the Confidential Information of the other party, during the Term of this Agreement and for five (5) years following the expiration or termination hereof. Confidential Information shall not include information that the receiving party can show (i) was rightfully in the receiving party's possession without any obligation of confidentiality prior to receipt from the disclosing party; (ii) is or becomes a matter of public knowledge through no fault of the receiving party; (iii) is rightfully received by the receiving party from a third party without violation of a duty of confidentiality; or (iv) is or was independently developed by or for Recipient.

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University of California, Los Angeles
University of California, Merced
University of California, Riverside
University of California, San Diego
University of California, San Francisco
University of California, Santa Barbara
University of California, Santa Cruz
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B. IP address(es) of Authorized Site(s) - if proxy server is used, skip part B and go to part C:

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3. Intended use(s) of proxy server(s) - check all that apply:
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   - [ ] Provide Remote Access
   - [ ] Other (please specify): ________________________________
ANNEX II
DESCRIPTION OF SERVICES

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             (732) 981 0060 (International)
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(a) Licensee represents and warrants that (a) the list of IP addresses provided to IEEE in accordance herewith is accurate and valid, and (b) Licensee shall exert reasonable efforts to maintain sufficient security with respect to such IP addresses and/or passwords such that no one other than an Authorized User is or will be able to access the Database.

(b) Licensee represents and warrants that it is not knowingly providing IP addresses to IEEE that pertain to any site other than an Authorized Site identified in Annex I to this Agreement.

(c) If Licensee opts to utilize a Blind Log-In Script, Licensee acknowledges the following:

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   (ii) a simultaneous user session is immediately occupied when an Authorized User accesses the Licensed Products.

   (iii) if a simultaneous user session is interrupted or expires for any reason, the Authorized User must return to their internal page that contains the link to the Licensed Products to re-gain access to the Licensed Products; and

   (iv) an Authorized User will not be able to gain access to links provided by CrossRef, a collaborative reference linking service, within an IEEE article.

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**Internet Requirements for MAC, Unix or Windows 95/98/NT:**

- 28.8 KBPS modem (or above)
- Microsoft® Internet Explorer 4.x (or above) or Netscape® Navigator 4.x (or above)
- Connection to an Internet Service Provider (ISP)
- Adobe® Acrobat Reader 3.02 installed (or above)
- Direct parallel or LAN-attached printer with 300 dpi resolution
- Windows compatible mouse